

DUPLICATE

11-SD-15
KP M21.2/M27.0
EA 232600
Agreement No. 11-0595
I-15 Main Lane Improvements

This copy must be
returned to City
Clerk, San Diego

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO ON June 18, 2002, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a political
subdivision of the State of California, referred
to herein as "CITY"

RECITALS

1. STATE and CITY pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. STATE contemplates the construction of operational improvements on I-15, from 0.2 KM South of Miramar Way Overcrossing to 1.4 KM north of the Mira Mesa Boulevard Undercrossing, referred to herein as "PROJECT". STATE will provide one hundred percent (100%) of funding for all capital outlay and staffing costs using the partial financial participation of CITY as set forth in this Agreement. Capital Construction funding identified by STATE is \$40,000,000 including CITY's funding participation.
3. CITY highly desires PROJECT to be completed and would like to make a one time, lump sum contribution of not more than \$3,000,000 towards construction of PROJECT, the total amount is yet to be determined.
4. The parties hereto intend to define the terms and conditions under which CITY's contribution is to be deposited with STATE and to be expended on PROJECT.

SECTION I

STATE AGREES:

1. To submit a billing to CITY, which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date of the construction contract for PROJECT, in the amount of \$3,000,000 which figure represents CITY's maximum total lump sum contribution.
2. Upon completion and acceptance of the PROJECT construction contract, to provide to CITY with a report of expenditure of CITY's contribution.

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DOCUMENT NO.
JUN 18 2002
FILED
OFFICE OF THE CITY CLERK

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Dispute Agreement No. 11-0595

3. To use CITY's funds only toward the construction capital of PROJECT.
4. STATE contact: Lawrence Carr
Project Manager
CALTRANS
2829 Juan Street
P.O. Box 85406, MS:27
San Diego, CA 92110
(619) 688-3167

SECTION II

CITY AGREES:

1. Consistent with the "Big 5 Agreement" in the Rancho Encantada Public Facilities Financing Plan and Facilities Benefit Agreement dated October 2001, to deposit with STATE, within 25 days of receipt of billing therefor (which billing will be forwarded 15 days prior to STATE's bid advertising date of a construction contract for PROJECT, a sum yet to be determined which will range to as much as \$3,000,000, which figure represents the lump sum total amount of CITY's maximum potential contribution towards the cost of construction capital for PROJECT. CITY's total obligation for said PROJECT costs shall not exceed the amount of \$3,000,000 provided that CITY may, at its sole discretion, in writing, authorize a greater amount.
2. CITY contact: Brad Jacobsen
City of San Diego
1010 Second Avenue, Suite 800
San Diego, CA 92101-4904
(619) 533-3005

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. CITY's financial contribution towards construction of PROJECT is contingent upon compliance with the "Big 5 Agreement" in the Rancho Encantada Public Facilities Financing Plan and Facilities Benefit Agreement dated October 2001. STATE reserves the absolute right to downsize PROJECT scope to reduce capital costs commensurate with amount that CITY fails to deliver below the \$3,000,000 maximum contribution contemplated under the terms of this Agreement.

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District Agreement No. 11-0595

3. Should a portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing in the provision of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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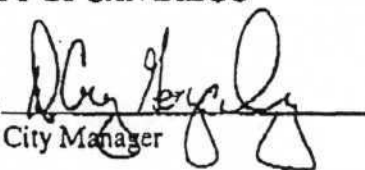
District Agreement No. 11-0595

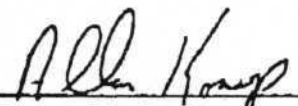
6. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on December 31, 2004 whichever is earlier in time.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JEFF MORALES
Director of Transportation


CITY OF SAN DIEGO

By: 
City Manager

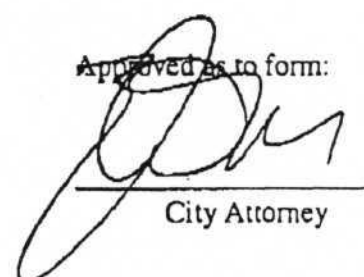
By: 
Deputy District Director
Program Project Management

By: 
City Clerk

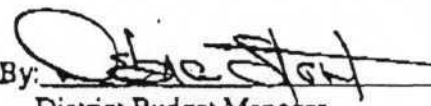
Approved as to form and procedure:

By: 
Attorney
Department of Transportation

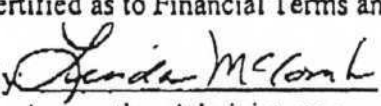
Approved as to form:


City Attorney

Certified as to funds:

By: 
District Budget Manager

Certified as to Financial Terms and Policies

By: 
Accounting Administrator

P- 296705